

Department of the Treasury



Exempt Organization

Internal Revenue Service  
Washington, DC 20224

Date: 7 NOV 1973 To reply refer to:  
T:MS:EO:R: 2-4

Fishermen's Clean Water Action Project, Inc.  
1832 M Street, N.W. - Suite 101  
Washington, D.C. 20036

Internal Revenue Code: Section 501(c)(4)  
Key District: DD, Baltimore  
Social Security or  
Employer Identification Number: 23 7128611  
Accounting Period Ending: August 31

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to your key District Director.

If your purposes, character, or method of operation is changed, you should let your key District Director know so he can consider the effect of the change on your exempt status. Also, you must inform him of all changes in your name and address.

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

RECEIVED  
Internal Revenue Service

- 2 -

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of the action. Please keep this ruling in your permanent records.

Sincerely yours,

(Signed) E. D. Coleman

E. D. Coleman  
Chief, Rulings Section 2  
Exempt Organizations Branch

Hcc: DD, Baltimore  
w/form 3936  
Attn: EO Group

FORM 1024

(Rev. March 1964)  
U.S. Treasury Department  
Internal Revenue Service

## EXEMPTION APPLICATION

(To be made only by a principal officer of the organization claiming exemption)

To be filed in duplicate  
with the District Director  
for your District.

For the use of organizations applying for exemption under section 501 (a) of the Internal Revenue Code which are described in the following subsections: (Check the applicable subsection.)

- Section 501 (c) (4)—Civil, leagues or social welfare organizations (including posts, councils, etc., of veterans' organizations).
- Section 501 (c) (4)—Local associations of employees.
- Section 501 (c) (5)—Labor, agricultural, or horticultural organizations.
- Section 501 (c) (6)—Business leagues, chambers of commerce, etc.
- Section 501 (c) (8)—Fraternal beneficiary societies, etc.

EVERY ORGANIZATION THAT CLAIMS TO BE EXEMPT MUST FURNISH THE INFORMATION AND DATA SPECIFIED IN DUPLICATE. IF ANY ORGANIZATION FAILS TO SUBMIT THE INFORMATION AND DATA REQUIRED, THIS APPLICATION WILL NOT BE CONSIDERED ON ITS MERITS AND WILL BE RETURNED.

1a. FULL NAME OF ORGANIZATION

FISHERMEN'S CLEAN WATER ACTION PROJECT, INC.

b. EMPLOYEE IDENTIFICATION NUMBER  
(See Instruction F)

23 7128611

2. COMPLETE ADDRESS (Number, street, city or town, State and Postal ZIP code)

1532 M St., N.W. Suite 101

3. DATE SUBMITTED

4a. IS THE ORGANIZATION INCORPORATED?

b. IF "YES," IN WHICH STATE AND UNDER WHICH LAW (GENERAL CORPORATION, NOT FOR PROFIT, MEMBERSHIP, ETC.)? CITE STATUTORY PROVISIONS.

 Yes     No

District of Columbia, D.C. Code Sec. 23-1001 et. seq.

c. IF NOT INCORPORATED, WHAT IS FORM OF ORGANIZATION?

d. DATE INCORPORATED OR ORGANIZED

e. MONTH AND DAY ON WHICH THE ANNUAL ACCOUNTING PERIOD ENDS

Sept. 1, 1971

AUGUST 31

5a. HAS ORGANIZATION FILED FEDERAL INCOME TAX RETURN(S)?

 Yes     No

b. IF "YES," FORM NUMBER

RETURN FILED AND INTERNAL REVENUE DISTRICT WHERE FILED

990

c. YEAR(S) FILED

1972

6a. ARE YOU THE OUTGROWTH OR CONTINUATION OF ANY FORM OF PREDECESSOR(S)?

Yes    

If "Yes," attach a statement indicating the name of your predecessor(s), the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which the transfer of assets, if any, was effected.

b. IS CAPITAL STOCK ISSUED AND OUTSTANDING?

Yes    

If "Yes," attach a statement indicating (1) class or classes of such stock, (2) the number and par value of the shares, (3) the consideration for which issued, and (4) whether any dividends have been paid or whether your certificate of organization authorizes such payment on any class of such stock.

c. HAVE YOU MADE OR DO YOU PLAN TO MAKE ANY DISTRIBUTION OF YOUR PROPERTY OR SURPLUS TO SHAREHOLDERS OR MEMBERS?

Yes    

If "Yes," attach a statement indicating (1) amounts or value, (2) source of funds, (3) date of distribution, and (4) basis of and authority for distribution.

d. DOES ANY PART OR WILL ANY PART OF YOUR RECEIPTS REPRESENT PAYMENT FOR SERVICES OF ANY CHARACTER RENDERED OR TO BE RENDERED?

Yes    

If "Yes," attach a statement explaining in detail.

e. HAVE YOU MADE OR DO YOU PLAN TO MAKE ANY PAYMENTS TO MEMBERS OR SHAREHOLDERS FOR SERVICES RENDERED OR TO BE RENDERED?

Yes    

If "Yes," attach a statement furnishing a detailed explanation of the amount so paid or to be paid and the character of the services rendered or to be rendered.

f. DOES ANY PART OR DO YOU PLAN TO HAVE ANY PART OF YOUR NET INCOME INURE TO THE BENEFIT OF ANY PRIVATE SHAREHOLDER OR INDIVIDUAL?

Yes    

If "Yes," attach a statement explaining in detail.

g. DO YOU PAY OR DO YOU PLAN TO PAY SICK OR DEATH BENEFITS, OR PENSIONS OR ANNUITIES TO YOUR MEMBERS?

Yes    

If "Yes," attach a statement explaining the rules for eligibility.

7. YOU MUST SUBMIT COPIES OF ALL ADMINISTRATIVE OPINIONS AND SUBMIT CITATIONS OF ALL JUDICIAL DECISIONS AS WELL AS COPIES OF APPLICATIONS OR REQUESTS FOR SUCH OPINIONS AND DECISIONS (IF ANY) RELATING TO THE FOLLOWING QUESTIONS:

8. HAVE YOU EVER RECEIVED OR REQUESTED ANY EXEMPT OR SPECIAL STATUS UNDER THE LAW OF THE STATE OF YOUR INCORPORATION OR OPERATION, SUCH AS INCOME OR PROPERTY TAX EXEMPTION?

Yes    

b. ARE YOU UNDER THE SUPERVISORY JURISDICTION OF ANY STATE, COUNTY, OR CITY REGULATORY BODY, SUCH AS THE SOCIAL SECURITY AGENCY, BOARD OF REGENTS, ETC., OR HAS SUCH STATUS EVER BEEN REQUESTED?

Yes    

c. HAS ANY COURT (INCLUDING A COURT OF PROBATE, SURROGATE'S COURT, ETC.) EVER DECLARED THAT YOU WERE ORGANIZED AND OPERATED FOR CHARITABLE, ETC., PURPOSES?

Yes    

8. IF YOU ARE CLAIMING EXEMPTION AS AN ORGANIZATION DESCRIBED IN SECTION 501 (c) (4) AS A LOCAL ASSOCIATION OF EMPLOYEES, ATTACH A STATEMENT GIVING NAMES AND ADDRESSES OF EMPLOYERS WHOSE EMPLOYEES ARE ELIGIBLE FOR MEMBERSHIP IN THE ASSOCIATION. IF EMPLOYEES OF MORE THAN ONE PLANT OR OFFICE OF THE SAME EMPLOYER ARE ELIGIBLE FOR MEMBERSHIP, GIVE THE ADDRESS OF EACH SUCH PLANT OR OFFICE.

9. IF YOU ARE CLAIMING EXEMPTION AS AN ORGANIZATION DESCRIBED IN SECTION 501 (c) (5), DO YOU PERFORM OR DO YOU PLAN TO PERFORM PARTICULAR SERVICES FOR MEMBERS, SHAREHOLDERS, OR OTHERS, SUCH AS FURNISHING CREDIT REPORTS, COLLECTING ACCOUNTS, INSPECTING PRODUCTS, CONDUCTING ADVERTISING, PURCHASING MERCHANDISE, OR OTHER SIMILAR UNDERTAKINGS?  Yes     No  
If "Yes," ATTACH A STATEMENT IN DETAIL, INCLUDING INCOME REALIZED AND EXPENSES INCURRED, REGARDING SUCH ACTIVITIES. IF ENGAGED IN ADVERTISING, ATTACH SPECIMEN COPIES OF MATERIAL.

10a. If you are claiming exemption as a fraternal beneficiary society, etc., as described in section 501(c)(8), state whether the organization operates or plans to operate under the lodge system or for the exclusive benefit of the members of an organization so operating. (Operating under the lodge system means carrying on activities under a form of organization that comprises local branches, chartered by a parent organization and largely self-governing, called lodges, chapters, or the like.)

- b. In the case of a subordinate or local lodge, etc., attach a certificate signed by the secretary of the parent organization, under the seal of that organization, certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.
- c. In the case of a parent or grand lodge, attach a statement showing (1) the number of subordinate lodges in active operation, and (2) whether periodic meetings are actually held.
- d. Attach a statement describing the types of benefits (life, sick, accident, or other benefits) paid or to be paid.

11. YOU MUST ATTACH COPIES IN DUPLICATE OF THE FOLLOWING:

- a. If incorporated, a copy of your articles of incorporation, or if not incorporated, a copy of your constitution, articles of association, declaration of trust, or other document setting forth your aims and purposes. (Conformed copies must be furnished of the original document, all amendments thereto, and any changes presently proposed.)
- b. A copy of your bylaws or other similar code of regulations. (Conformed copies must be furnished of the original document, all amendments thereto, and any changes presently proposed.)
- c. A complete statement of assets and liabilities as of the end of each annual accounting period of operation (or as of the date of the filing of this application, if you were in existence for less than a year).
- d. A statement of receipts and expenditures for each annual accounting period of operation (or for the period for which you were in existence, if less than a year). This statement should set forth clearly the sources of receipts and purpose of expenditures. These items should include but are not limited to:
  - (1) Where funds have been loaned or borrowed, the reason for the transaction, the security given, and interest required.
  - (2) The extent to which the receipts or income is derived from nonmembers through ticket sales, facilities furnished, or other income producing activities.
  - (3) Where applicant is a party to a lease, the other party being an officer, member, shareholder, or employee of the applicant or its predecessor, the amount received or paid for the lease, reasons for the transaction, and a statement as to the fair market value of the property and how that value was determined.
- e. A brief statement which states the specific purposes for which the organization was formed. (Do not quote from or make reference to the articles of incorporation or bylaws for this purpose.)
- f. A statement explaining in detail each fund-raising activity and each business enterprise you have engaged in or plan to engage in, accompanied by copies of all agreements, if any, with other parties for the conduct of each fund-raising activity or business enterprise.
- g. A statement which describes in detail the nature of your activities, activities which you sponsor, and proposed activities.
- h. A statement which explains fully any specific activities that the organization has engaged in or sponsored and which have been discontinued. (Give dates of commencement and termination and the reasons for discontinuance.)
- i. A statement which describes the purposes, other than in payment for services rendered or supplies furnished, for which the organization's funds are expended or will be expended.
- j. A copy of each lease, if any, in which you are the lessee or lessor of property (real, personal, gas, oil, or mineral) or in which you own an interest under such lease, together with copies of all agreements w.th other parties for development of the property.
- k. A statement which clearly indicates what State statutes or court decisions govern the distribution of assets upon dissolution. (This statement may be omitted if the organization's charter, certificate, or other instrument of organization makes provision for such distribution.)
- l. A statement which clearly indicates what qualifications are necessary for membership in the organization. (This statement may be omitted if the charter, certificate, or other instrument of organization so provides.)

INSTRUCTIONS

A. FILING OF APPLICATION

The completed application, together with all information and data required, should be filed in duplicate with your District Director of Internal Revenue. As soon as practicable after the information and data are received, the organization will be advised of the Commissioner's determination and of the annual returns which will be required to be filed.

B. ATTACHMENTS

Every attachment should show the name and address of the organization, the date, an identifiable heading, and that it is an attachment to Form 1024.

In addition to the documents and statements listed which must be filed, any additional information citing court decisions, rulings, opinions, etc., should be filed for purposes of expediting processing of the application.

C. POWER OF ATTORNEY

If the organization expects to be represented in person or by correspondence by an agent or an attorney, a power of attorney specifically authorizing the agent or attorney to represent the organization must be filed.

D. CLAIM FOR EXEMPTION

A mere claim or contention by an organization that it is exempt from income tax under section 501(c)(8) of the Internal Revenue Code will not relieve the organization from filing income tax returns and paying the tax.

E. REQUESTS FOR WITHHOLDING OF INFORMATION

Any information which is submitted in the application or in support of it and which is determined by the Commissioner to relate to any trade secret, patent, process, style of work, or apparatus, may upon request be withheld from public inspection if the Commissioner determines that the disclosure of such information would adversely affect the organization. Such requests must: (1) clearly identify the material to be withheld (the document, page, paragraph, and line), (2) include the reasons for the organization's position that the information is of the type which may be withheld from public inspection, and (3) be filed with the documents in which the material to be withheld is contained.

F. EMPLOYER IDENTIFICATION NUMBER

Enter your employer identification number on line 1 b. If you have no identification number, you must obtain one before filing this exemption application. To obtain one, file Form SS-4, Application for Employer Identification Number, with your District Director of Internal Revenue.

DECLARATION

Under penalties of perjury, I declare that I have examined this application, including accompanying statements, and to the best of my knowledge and belief it is true, correct, and complete.

5/5/73  
Date

Signature of officer

Re:act.

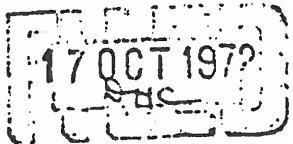
Fishermen's Clean Water Action Project, Inc.  
1832 M Street N.W., Suite 101  
Washington, D.C. 20036

Office of Recorder of Deeds, D.C.  
Corporation Division  
6th and D Streets, N.W.  
Washington, D.C. 20001

To whom it may concern:

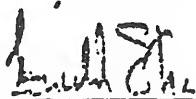
Pursuant to Section 29-1010 of the District of Columbia non-profit corporation code, the following notification of change in address of registered agent is submitted:

- (1) The name of the corporation is Fishermen's Clean Water Action Project, Inc.
- (2) The registered office of said corporation is located at 1025 15th St., N.W., 6th Floor, Washington, D.C. 20003.
- (3) The location of the registered office of said corporation is to be changed to 1832 M Street, N.W., Suite 101, Washington, D.C. 20036.
- (4) The name of the registered agent of said corporation is Ralph Nader.
- (5) There is to be no change in the registered agent.
- (6) The address of the corporation's registered office as changed and the address of the registered agent will be identical.
- (7) Such change was authorized by resolution duly adopted by the Board of Directors of Fishermen's Clean Water Action Project, Inc. on May 25, 1972.



  
\_\_\_\_\_  
David R. Zwick, President  
Fishermen's Clean Water Action  
Project, Inc.

I attest that the above changes were made as indicated.

  
\_\_\_\_\_  
Donald Stra, Secretary Oct 15, 1972

OFFICE OF RECORDER OF DEEDS, D. C.

Corporation Division  
Sixth and D Streets, N. W.  
Washington, D. C. 20001

CERTIFICATE

THIS IS TO CERTIFY that all provisions of the District of Columbia Non-profit Corporation Act have been complied with and ACCORDINGLY this Certificate of Incorporation

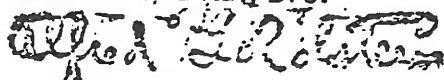
is hereby issued to the FISHERMEN'S CLEAN WATER ACTION PROJECT,  
INC.

as of the date hereinafter mentioned.

Date September 1, 1971

PETER S. RIDLEY,

Recorder of Deeds, D. C.



Alfred Goldstein

Superintendent of Corporations

ARTICLES OF INCORPORATION  
OF  
FISHERMEN'S CLEAN WATER ACTION PROJECT, INC.

FILED

SEP 1 197

BY: Ch

TO: The Recorder of Deeds, D.C.  
Washington, D.C.

We, the undersigned natural persons of the age of twenty-one or more, acting as incorporators of a corporation, adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Non-profit Corporation Act:

I. NAME

The name of the Corporation is FISHERMEN'S CLEAN WATER ACTION PROJECT, INC.

II. DURATION

The duration of the Corporation shall be perpetual.

III. PURPOSES

A. The Corporation is organized exclusively for the promotion of social welfare, more specifically the following:

1. To promote, encourage and foster the common good and general welfare of the people of the United States through briefings, betterments and social improvements.
2. To promote, encourage and foster citizen involvement in governmental and other public processes by which social decisions are made.
3. To promote, encourage and foster the establishment of organization of lawyers and other professional persons working in the public interest to aid fishermen, outdoorsmen, and citizens in general in eliminating water pollution which deprives people of their public and private right to earn a livelihood and to enjoy the nation's waters as recreation spots, fish and shellfish habitat.

and source for drinking water supplies.

4. To promote, encourage and foster charitable, educational or scientific activity having purposes consonant with those of the Corporation.

5. To accept, hold, invest, reinvest, and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal thereof for, and to ~~do~~ the same to, the foregoing purposes of the Corporation.

6. To do any and all lawful acts and things which may be necessary, useful, suitable or proper for the furtherance or accomplishment of the purposes of the Corporation.

B. No part of the net earnings of the Corporation shall insure to the benefit of any individual. The Corporation shall, however, be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

C. No part of the activities of the Corporation shall consist of participating in, or intervening in (including the publishing or distributing or statements), any political campaign on behalf of or in opposition to any candidate for public office.

D. Notwithstanding any other provision of these Articles, the Corporation shall not carry on activity not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c) (4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

#### IV. MEMBERS

There shall be no members of the Corporation.

## V. BOARD OF DIRECTORS

The manner of election of the Board of Directors of the Corporation shall be as provided in the bylaws of the Corporation.

## VI. REGULATIONS OF INTERNAL AFFAIRS

A. The affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors may elect or appoint persons to act in an advisory or honorary capacity in any manner provided for in the bylaws.

B. The initial bylaws shall be adopted by the Board of Directors, which may alter, amend or repeal the bylaws or adopt new bylaws.

C. In the event of the dissolution or final liquidation of the Corporation:

1. None of the property of the Corporation nor any proceeds thereof shall be distributed to or divided among any of the directors of the Corporation or inure to the benefit of any individual..

2. After all liabilities and obligations of the Corporation have been paid, satisfied and discharged, or adequate provision made therefore, all remaining property and assets of the Corporation shall be distributed to one or more organizations designated (i) pursuant to a plan of distribution adopted as provided for in the District of Columbia Non-profit Corporation Act or (ii) if there be no appropriate plan of distribution, as a court may direct; provided, however, that:

a) Such property shall be distributed only to such organizations which shall comply with all of the following conditions:

(1). Such organization shall be organized and operated exclusively for

charitable or educational purposes, (2) transfers of property to such organization shall, to the extent then permitted under the statutes of the United States, be exempt from Federal gift, succession, inheritance, estate or death taxes (by whatever name called), (3) such organization shall be exempt from Federal income taxes by reason of Section 501 (c) (3) of Section 501 (c) (4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), and (4) if such organization is exempt from Federal income taxes by reason of Section 501 (c) (3) of the Internal Revenue Code of 1956 (or the corresponding provision of any future United States Internal Revenue Law), contributions to such organization shall be deductible by reason of Section 170 of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

b) Preference shall be given in such distribution to organizations of lawyers and other professionals working in the public interest to aid fisherman, outdoorsmen, and citizens in general in eliminating water pollution, and particularly those organizations whose establishment was fostered by this Corporation, if such organizations exist.

D. The private property of the directors or officers of the Corporation shall not be subject to payment of corporate debts to any extent whatever.

VII. REGISTERED OFFICE AND REGISTERED AGENT

A. The address of the Corporation's initial registered office is:  
6th Floor, 1025- 15th Street, N.W., Washington, D.C. 20005.

B. The Corporation's initial registered agent at such address is Ralph Mader, who is a resident of the District of Columbia and a director of the Corporation.

A. The number of directors constituting the initial Board of Directors is three. The number of directors may be increased or decreased from time to time by amendment to the bylaws, but shall in no event be less than three.

B. The name and addresses of the persons who are to serve as the initial directors until the first annual meeting or until their successors be elected and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
Ralph Nader	6th Floor, 1025- 15th St. N.W. Washington, D.C. 20005
David R. Zwick	Suite 101, 1832 M St. N.W. Washington, D.C. 20036
Peter Van N. Lockwood	Suite 1100, 1101 - 17th St. N.W. Washington, D.C. 20036

#### IX. INCORPORATORS

The names and addresses of persons who are the incorporators of the Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Mark Green	1832 M St. N.W. Suite 101 Washington, D.C. 20036
David R. Zwick	Suite 101, 1832 M St. N.W. Washington, D.C. 20036
Leo D. Allen	10 Avon Ct. Gloucester, Mass. 01930

IN WITNESS WHEREOF, we subscribe and acknowledge these Articles of Incorporation this day of 1971.

Mark Green  
Mark Green  
David R. Zwick  
David R. Zwick

CITY OF WASHINGTON )  
                      )ss.:  
DISTRICT OF COLUMBIA)

I, J. Harris, a Notary Public in and for the District of Columbia, do hereby certify that David R. Zwick, Mark Green, and Leo D. Allen whose names are signed to the foregoing Articles of Incorporation, bearing date on the day of 1971, personally appeared before me in said District, the said persons being personally well known to me as the persons who executed the said Articles of Incorporation, and each acknowledges the same to be his act and deed.

GIVEN under my hand and seal this 1st day of Sept. 1971.

J. Harris  
Notary Public, D.C.

My commission expires: "My Commission Expires Jan. 14, 1972."

BYLAWS OF  
FISHERMEN'S CLEAN WATER ACTION PROJECT, INC.

**GENERAL:**

**Section 1: PURPOSE:**

The Corporation is organized exclusively for the promotion of social welfare, more specifically the following:

To promote, encourage and foster the common good and general welfare of the people of the United States through bringing about civic betterments and social improvements;

To promote, encourage and foster citizen involvement in governmental and other public processes by which social decisions are made;

To promote, encourage and foster the establishment of organizations of lawyers and other professional persons working in the public interest to aid fishermen, outdoorsmen, and citizens in general in elimination water pollution, which deprives people of their public and private right to earn a livelihood and to enjoy the nation's waters as recreation spots, fish and shellfish habitats, and sources of drinking water supplies.

To accept, hold, invest, reinvest and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal thereof for, and to devote the same to, the foregoing purposes of the Corporation; and

To do any and all lawful acts and things which may be necessary, useful, suitable or proper for the furtherance or accomplishment of the purposes of the Corporation.

Section 2: EARNINGS:

No part of the net earnings of the Corporation shall inure to the benefit of any individual. The Corporation shall, however, be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Section 3: ACTIVITIES:

No part of the activities of the Corporation shall consist of participating in, or intervening in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Section 4: DISSOLUTION OR LIQUIDATION:

In the event of the dissolution or final liquidation of the Corporation, none of the property of the Corporation nor any proceeds thereof shall be distributed to or divided among any of the Directors of the Corporation or inure to the benefit of any individual.

After all liabilities and obligations of the Corporation have been paid, satisfied and discharged, or adequate provision made therefor, all remaining property and assets of the Corporation shall be distributed to one or more organizations designated (i) pursuant to a plan of distribution adopted as provided for in the District of Columbia Non-profit Corporation Act or (ii) if there be no appropriate plan of distribution, as a court may direct; provided, however, that:

a) Such property shall be distributed only to such organizations which shall comply with all of the following conditions:

(1) Such organization shall be organized and operated exclusively for charitable or educational purposes, (2) transfers of property to such organization shall, to the extent then permitted under the statutes of the United States, be exempt from Federal gift, succession, inheritance, estate or death taxes (by whatever name called), (3) such organization shall be exempt from Federal income taxes by reason of Section 501 (c) (3)

or Section 501 (c) (4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), and (4) if such organization is exempt from Federal income taxes by reason of Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), contributions to such organization shall be deductible by virtue of Section 170 of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

#### ARTICLE II

##### OFFICES:

The Corporation shall have and continuously maintain in the District of Columbia a registered office and a registered agent, whose office is identical with such registered office, and may have other offices within or without the District of Columbia, as the Board of Directors may from time to time determine.

#### ARTICLE III

##### BOARD OF DIRECTORS:

###### Section 1: GENERAL POWERS:

The affairs of the Corporation will be managed by its Board of Directors, and all corporate powers shall be exercised by the Board of Directors, except as otherwise expressly required by the Articles of Incorporation, these Bylaws, or by law.

Section 2: NUMBER, TENURE AND QUALIFICATIONS:

The number of directors shall be three (3). The number of Directors may be increased or decreased from time to time by amendment to these Bylaws, but in no event shall the number of Directors be less than three. Each Director shall hold office until his successor shall have been elected or qualified. The Directors constituting the initial Board of Directors shall be as specified in the Articles of Incorporation and ~~shall~~ serve as Directors until they resign, die, or are unable to serve for any reason whatsoever.

Section 3: REGULAR METTINGS:

A regular ANNUAL MEETING of the Board of Directors shall be held without other notice than this Bylaw on the first Tuesday after the first Monday in June of each year. The Board of Directors may provide by resolution the time and place, either within or without the District of Columbia, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4: SPECIAL MEETINGS:

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place, either within or without the District of Columbia, as the place for holding any Special Meeting of the Board called by them.

Section 5: NOTICE:

Notice of any Special Meeting of the Board of Directors shall be given at least ten (10) days prior thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6: QUORUM:

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: MANNER OF ACTING:

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by these Bylaws.

Section 8: VACANCIES:

Any vacancy occurring in the Board of Directors, including a vacancy resulting from an increase in number, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors.

Section 9: COMPENSATION:

Directors shall not receive any compensation for their services as Directors.

Section 10: VOLUNTARY RETIREMENT:

Any Director may retire at any time by notifying the President or the Secretary in writing. Such retirements shall take effect at the time therein specified.

Section 11: ACTION WITHOUT A MEETING:

Any action which is required to be taken, or which may be taken, at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

Section 12: COMMITTEES:

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution or in the Bylaws of the Corporation, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated and appointed by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present.

ARTICLE IV

Section 1: OFFICERS:

The officers of the Corporation shall be a President, a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including a Vice President, Assistant Secretary or Assistant Treasurer, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2: ELECTION AND TERM OF OFFICE:

The officers of the Corporation shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: REMOVAL:

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4: RESIGNATIONS:

Any officer may resign at any time by giving written notice to the Board of Directors or the President or the Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 5: VACANCIES:

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6: PRESIDENT:

The President shall be the principal executive officer of the Corporation and shall in general implement and supervise all of the business and affairs of the Corporation, subject, however, to the control of the Board of Directors and of any duly authorized committee of directors. In addition, the President shall perform such other duties as may be prescribed by the Board of Directors from time to time.

Section 7: TREASURER:

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositaries as shall be selected in accordance with Article V of these Bylaws; and in general perform the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8: SECRETARY:

The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

ARTICLE V

Section 1: CONTRACTS AND OTHER DOCUMENTS:

The Board of Directors, except as by law, the Articles of Incorporation, or these Bylaws is otherwise required, may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 2: CHECKS, DRAFTS, AND OTHER PAYMENT ORDERS:

All checks, drafts, or other orders for the payment

of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be from time to time determined by the Board of Directors. In the absence of such determination, such instruments shall be signed by the Treasurer.

Section 3: DEPOSITS:

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may from time to time select.

Section 4: GIFTS:

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

ARTICLE VI

ADVISORS TO THE CORPORATION:

The Board of Directors may elect or appoint any person or persons to act in an advisory capacity to the Corporation or in an honorary capacity with respect to the Corporation.

ARTICLE VII

BOOKS AND RECORDS:

The Corporation shall keep correct and complete books

and records of account and shall also keep minutes of the proceedings of its Board of Directors, and shall keep at the registered office a record giving the names and addresses of the Board of Directors. All books and records of the Corporation may be inspected by any Director, or his agent or attorney for any proper purpose at any reasonable time.

#### ARTICLE VIII

##### FISCAL YEAR:

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each calendar year.

#### ARTICLE IX

##### SEAL:

The Board of Directors shall provide a corporate seal which shall have thereon the name of the Corporation and the words "Corporate Seal, District of Columbia."

#### ARTICLE X

##### WAIVER OF NOTICE:

Whenever any notice whatever is required to be given under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or by the Non-profit Corporation Act of the District of Columbia, a waiver therof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall

be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS TO THE BYLAWS:

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the Board of Directors present at any regular or at any Special Meeting.

May 5, 1973

Attachment to IRS 501 (C)(4) Tax Exempt Status Application for:

Fishermen's Clean Water Action Project, Inc.  
1832 M St., N.W. Suite 101  
Washington, D.C. 20036

RECEIVED

MAY 9 1973

District Director of Internal Revenue  
FIELD AUDIT 67-323150972  
BALTIMORE

II.c. Assets and Liabilities - First Accounting Year End at August 31, 1972

Checking account	1,698.20
Savings Account	16,000.00
<u>Total assets</u>	<u>\$17,698.20</u>

No Liabilities

II.d. Statement of Receipts and Expenditures

Receipts:

Contributions	\$18,926.00
---------------	-------------

Expenditures:

Furniture and equipment	52.80
Consulting fees	750.00
Travel	309.00
Local transportation	100.00
Municipal fees	13.00
General office supplies and expenses	3.00
	<u>1227.80</u>

Cash Balance: \$17,698.20

II.e. The Fishermen's Clean Water Action Project was organized to help remedy two shortages needed to sustain the environmental movement; (1) talented professionals working for environmental improvement in sufficient numbers to counterbalance the powerful professional presence of the large polluters (an especially critical need due to the technical and legal complexity of environmental regulation); (2) a much larger grassroots citizenry active in working for environmental protection, to give needed political backing for environmental programs.

II.f. Fundraising efforts for the Fishermen's Clean Water Action Project, Inc. have consisted of solicitation of contributions from interested and concerned individuals; conservation, sportsmen, and other citizen groups; and businesses related to outdoor sports equipment.

May 5, 1973

- p. 2. [501 (C)(4) application for Fishermen's Clean Water Action Project]  
1832 M St., N.W. Suite 101, Washington, D.C. 20036
- ll.g. The Fishermen's Clean Water Action Project has undertaken to assist citizens and organizations of several states in fundraising and recruiting staff for professional teams to fight pollution. Such activities include organizing meetings of interested individuals and members of conservation and other citizen groups; giving advice to citizens or how they can conduct fundraising efforts (these include marches for clean water, benefit events, etc.); aiding in recruiting professionals to work full-time against water pollution. The Project has contributed in this manner to the commencement of clean water campaigns in Virginia and South Carolina. The Project has introduced the idea of commencing such a campaign in numerous other states, and plans to continue in these activities.
- ll.h. No activities that the Project has engaged in have been discontinued.
- ll.i. None.
- ll.j. Copy of lease for Suite 111, 1832 M St., N.W. Washington, D.C. 20036 is enclosed.
- ll.k. See VI. C 2. of Articles of Incorporation.
- ll.l. See Articles of Incorporation. The Corporation has no members.

# LEASE AGREEMENT

THIS AGREEMENT, Made this 14th day of February, 1973, in the District of Columbia, by GUSTAVE RING, MARION L. RING AND CARLYN RING 29 MARK (hereinafter called "Lessors") and FISHERMAN'S CLEAR WATER ACTION PROJECT (hereinafter called "Lessee").

## PREMISES

1. That in consideration of the representations made in the application filed with Lessors by Lessee, the rent hereinafter specifically reserved, and the covenants hereinafter contained, Lessors have leased, and do hereby lease, unto Lessee, office space described as follows:

## SPACE

Part of Suite 111, located in the lower level consisting of approximately 613 sq. ft.

## TERM AND RENT

on the lower level floor of the Building located at 1832 M Street, N. W., in the District of Columbia, to be used as office space by Lessee, and not otherwise, for a term of 1 year 15 days (or until the term shall sooner cease under the provisions hereof) commencing on the 14th day of February, 1973 and ending on the 28th day of February, 1974, Lessee yielding and paying as rent therefor the sum of THREE THOUSAND THIRTY-THREE AND 12/100 Dollars (\$3,033.12), payable in advance, without deduction or demand, in equal monthly installments of TWO HUNDRED FORTY-TWO AND 55/100 Dollars (\$242.65), during said term, (except that the rent for the first month of said term shall be paid to Lessors simultaneously with the execution and delivery of this lease), at the office of Lessors' Agent, Gustave Ring, Ring Building Account, in the building of which the demised premises are a part, or at such other place as Lessors may hereafter designate in writing.

LEASE 2. Lessee does hereby take and hold said ACCEPTANCE demised premises, at the rent hereinabove specifically reserved and payable as aforesaid, and subject to all of the terms and conditions herein contained.

PURPOSE 3. The demised premises shall be used and occupied by Lessee as and for office purposes, and for no other purposes.

ASSIGNMENT 4. Lessee shall not sublet or rent the demised premises or any part thereof, including desk space, or transfer possession or occupancy thereof to any person, or transfer or assign this lease, without the prior written consent of Lessors, nor shall any assignment hereof be effected by operation of law or otherwise than by the prior written consent of Lessors.

CARE OF 5. Lessee will keep the demised premises and the PREMISES fixtures therein in good order and condition, and at the expiration or other termination of the term will surrender the same in like good order and condition, ordinary wear and tear and damage by the elements excepted.

ALTERATIONS, ETC. 6. Lessee shall not make any alterations in, additions or improvements to, the demised premises, without the prior written consent of Lessors.

UNLAWFUL USE, ETC. 7. Lessee will not use or permit the demised premises to be used for any disorderly, unlawful or extra hazardous purpose; and will not manufacture any commodity, or prepare or dispense any food or beverages therein, without the prior written consent of Lessors.

DAMAGE TO 8. All injury to the demised premises or the PREMISES building of which they are a part, caused by moving the property of Lessors into, in, or out of, the said building and all breakage done by Lessee, or the agents, servants, employees and visitors of Lessee, as well as any damage caused by fire or by the overflow, or escape of water, steam, gas, electricity, or other substance, due to the negligence of Lessors, or the agents, servants, employees and visitors of Lessors, shall be repaired by Lessors, at the expense of Lessee. Any such charge shall become additional rent, payable with the installment of rent next becoming due after the rendition of a bill therefor by Lessors.

RESTRICTIONS ON 9. All alterations, additions REMOVAL OF IMPROVEMENTS to, or improvements upon, the demised premises, or the building of which they are a part, made by either party (except movable furniture put in at the expense of Lessee), shall become the property of Lessors, and shall remain upon, and be surrendered with, the premises as a part thereof, at the end of the term, without disturbance, molestation or injury.

SIGNS AND ADVERTISEMENTS 10. Lessee will not permit nor suffer any signs, advertisements or notices to be displayed, inscribed, painted or affixed on any part of the outside or inside of the demised premises or the building of which they are a part, except on the directory board to be provided by Lessors, and entrance doors of the demised premises, and then only of such size, color and style as Lessors shall approve.

DAMAGE, DESTRUCTION AND RESTORATION 11. In case of injury to the demised premises, or appurtenances, by fire or other cause, Lessee shall give prompt notice thereof to Lessors; and if the same is not so damaged, without the fault or neglect of Lessee, or the agents, servants, employees or visitors of Lessors, the injury shall be repaired at the expense of Lessors, as speedily as possible. If without such fault or neglect the demised premises shall be wholly untenable, the rent shall be abated until the same shall be repaired; but, if Lessee shall only be deprived of the use of a part of the demised premises, then the rent payable shall be that portion of the total rent which the number of square foot area that can be occupied bears to the total square foot area of all of the demised premises. If without such fault or neglect the building of which the demised premises are a part, are so nearly destroyed as to require rebuilding, the rent shall be paid to the time of such destruction, and from thenceforth this lease shall cease and come to an end.

RIGHT OF LESSORS TO MAKE ALTERATIONS, ETC. 12. Lessors, their agent and employees, shall have the right, at any time, and from time to time, to enter the demised premises for the purpose of inspection, or for the purpose of making any repairs or alterations to either the demised premises or the building of which they are a part, both interior and exterior, and of every kind or nature which may either be required or which Lessors may deem advisable, including, among other things, the closing of any wall with a reservation of natural light and ventilation; and Lessee shall not offer any obstruction or hindrance to any such repair or alterations; provided, however, that nothing contained in this paragraph shall be deemed to impose on Lessors any additional obligation to actually make repairs or alterations. Lessors or their agents shall have the right to exhibit the demised premises to prospective tenants during the last thirty days of the term of this lease.

COMPENSATION 13. Lessee shall not be entitled to any reduction in rent, or any claim for damages, by reason of any inconvenience, annoyance, injury to business, or loss of natural light or ventilation, arising out of any repairs or alterations made in either the demised premises or the building of which they are a part.

LIABILITY 14. Lessors shall not be liable for any damage to any property, or person, at any time in the demised premises, or the building of which they are a part, from steam, gases or electricity, or from water, rain, or snow, whether they may leak into, issue or flow from, any part of said building, or from the pipes, or heating or air conditioning apparatus of the same, or from any other place. Lessee shall give Lessors prompt written notice of any accident to, or defect in the pipes, heating or air conditioning apparatus, or electric wires or system, and the same will be remedied by Lessors with due diligence, subject, however, to the provisions of Paragraphs 6, 8, and 11 hereof.

LOSS OF PROPERTY 15. Lessors shall not be liable for any damage to records, monies, goods or personal property of any kind belonging to Lessee, its agents, servants, employees or visitors, in and upon the demised premises.

**VENTILATION, LIGHT, ETC.** 16. Lessors will furnish the demised premises with: venetian blinds; fluorescent electric light fixtures; a reasonable amount of heating and air conditioning, except Saturday afternoons, Sundays and holidays; electricity; and janitor service. Lessors shall not be liable for failure to furnish or for any delay in furnishing any of such services when such failure to furnish or delay in furnishing is occasioned by necessary repairs or improvements in whole or in part or by any strike, riot, civil commotion or any reason whatever beyond the Lessors' control.

**PAINTING, LIGHT, ETC.** 17. Lessee shall paint the interior walls every four years, and Lessors shall furnish electric light bulbs in the fixtures installed by it at the time Lessor takes possession of the demised premises, but not thereafter.

**PARTITIONS.** 18. After the space hereby demised shall be partitioned and divided, according to plans that shall have been submitted by Lessors and by Lessee, any change or alteration, thereafter made, shall be at the expense of Lessee.

**STAIRS AND REGULATIONS.** 19. Lessee covenants that the following rules and regulations, and such other and further covenants and regulations, as Lessors may make, being in Lessors' judgment needful for the general well being, safety, care and cleanliness of the demised premises and the building of which they are a part, shall be faithfully kept, observed and performed by Lessee, and by the agents, servants, employees and visitors of Lessee, unless waived in writing, by Lessors:

(a) The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used for any other purpose than ingress and egress.

(b) The windows, glass doors and any light or skylights that reflect, or admit light into the halls or other places, of said building, shall not be covered or obstructed.

(c) The toilets and urinals shall not be used for any other purpose than those for which they were constructed, and the expense of any breaking, stoppage or damage resulting from a violation of this rule shall be borne by the Lessee, who, or whose agents, servants, employees or visitors, shall have caused it.

(d) Except for the purpose of performing any duties under this lease, Lessee shall not mark, paint, drill into, or, in any way, deface the walls, ceilings, partitions, floors, wood, stone or iron work.

(e) Lessee will not do, or permit, anything in the demised premises, or the building of which they form a part, or bring, or keep, anything therein that shall, in any way, increase the rate of fire insurance on said building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way, injure or annoy them, or those having business with them, or conflict with the fire laws or regulations, or with any insurance policy upon said building or any part thereof, or with any rules or regulations established by the Municipal or Federal Government.

(f) Lessee will not use any other method of heating than that supplied by Lessors.

(g) Lessee will not install and operate in the demised premises any electrically operated signs or any electrically operated equipment except, adding machines, typewriters and the like without the prior consent of Lessors. Lessors may condition their consent upon the payment of additional rent covering excess use of the electricity.

(h) All safes and other bulky articles shall be carried into the demised premises or the building of which they form a part at such times and in such manner as shall be specified by Lessors; and Lessors reserve the right to prescribe the position of all safes and other heavy articles.

(i) Lessee shall not cause any unnecessary labor, by reason of carelessness and indifference to the preservation of good order and cleanliness, in the demised premises, and in the building of which they form a part.

(j) Nothing shall be thrown by Lessee or Lessee's agents, servants, employees or visitors, out of the windows, or doors, or down the passages of said building.

(k) Only persons approved by Lessors will be permitted to furnish Lessee with drinking water, towels and other similar services.

(l) Only Lessors' workmen, or those approved by Lessors, shall be permitted to make repairs, or alterations, that may be done on the demised premises.

(m) No animals, birds, or pets of any kind shall be brought, or kept, in, or about said building.

(n) Lessee shall not install or permit the installation of any awnings, shades and the like, other than those provided by Lessors.

(o) No additional locks shall be placed upon any doors of the demised premises; and the doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used to pass in and out.

(p) Lessee shall not permit any duplicate keys to be made (all necessary keys will be furnished by Lessors) but

if more than two keys for any door lock shall be desired the additional fee therefor shall be paid for by Lessee. Lessors shall retain a duplicate or master key to all offices, for the purpose of protecting the building and rendering janitor service. Upon the termination of this lease, Lessee shall surrender all keys to the demised premises.

(q) Lessee shall not suffer or permit the placement and/or use of door mats or the like on the exterior of any entrance door to the demised premises.

**POSSESSION.** 20. Lessors shall not be liable for failure to deliver possession of the demised premises at the time stipulated herein, as the date of the commencement of the term, nor shall such failure excuse Lessors' obligations hereunder, except that in the event of delay, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the day possession is tendered to Lessee.

**TERMINATION.** 21. This lease, or right to possession, use or occupancy of demised premises, or any part thereof, shall not constitute an asset in any bankruptcy or insolvency proceedings, or under any arrangement for benefit of creditors, receivership, attachment, or other proceeding, at law or in equity, or otherwise, and if any such receiver or action is instituted by or against Lessee, his property, and Lessee and his property shall not be discharged and released from force and effect thereto within thirty (30) days after institution of such action or proceeding, then, and in any such event, Lessors are hereby granted right, at their option, to terminate this Lease after ten (10) days' notice to Lessee, and to recover possession of said premises.

**DEFAULT.** 22. If Lessee shall fail to pay any one of the monthly installments of rent reserved as aforesaid, when and as the same shall respectively become due and payable, although no demand may have been made for the same, or if Lessee shall fail to keep and perform each and every of the covenants, conditions and agreements herein contained, and on the part of Lessors to be kept and performed, then in each and every such case, at the sole option of Lessors, Lessee's right of possession shall thereupon cease and determine, and Lessors shall be entitled to the possession of the demised premises and to re-enter the same without demand of rent, or demand of possession of the demised premises, and may forthwith proceed to recover possession of the demised premises by process of law, any notice to quit, or of intention to re-enter the same being hereby expressly waived by Lessee.

**LIABILITY FOR DEFAULT.** 23. In the event of a re-entry by Lessors by process of law, or in the event Lessee shall abandon the demised premises, Lessors nevertheless agrees to remain answerable for any and all damages, deficiency or loss of rent which the Lessors may sustain by such re-entry; and in such case, Lessors reserve full power, which is hereby conceded to by Lessee, to re-enter said premises for the benefit of the Lessor, in liquidation and dispersion, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this lease.

**NON WAIVER OF COVENANTS.** 24. If, under the provisions hereof, a seven (7) days' summons or other applicable summary process shall be served; and a compromise or settlement thereof shall be made, it shall not be constituted as a waiver of any covenant herein contained; and no waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

**MORTGAGES, DEEDS OF TRUST.** 25. This lease is subject to no mortgages or future, mortgages, or deeds of trust, affecting the demised premises; and Lessee shall execute and deliver, upon request of Lessors, any and all necessary documents, to subordinate this lease to any such mortgage or deed of trust.

**CONDAMNATION.** 26. If the whole, or any part, of the demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then the term of this lease, at the option of either parties hereto, shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rental, however, shall, in any such case, be abated as of the effective date of such taking.

**APPLICATION.** 27. Lessors have tendered this lease to Lessee and Lessee has accepted the same on the basis of the representations contained in the aforesaid application submitted by Lessee for the purpose of inducing Lessors to execute the lease with Lessee; and in the event that any representations contained in the application shall be found by Lessors to be misleading, incorrect or untrue, Lessors shall have the right to forthwith cancel this lease and repossess the demised premises.

**QUIET ENJOYMENT.** 28. Lessors covenant that they will put Lessee into complete and exclusive possession of the demised premises; and that if Lessee will perform all of the covenants, terms and conditions herein contained, this lease to be performed by Lessee, for the term herein created, freely, peaceably and without molestation or hindrance.

29. This lease contains the entire agreement  
BETWEEN between the parties hereto and shall not be  
modified in any manner except by an instrument in writing  
executed by the parties hereto.

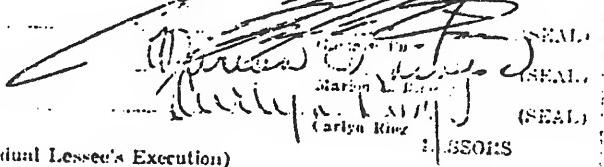
SUCCESSIONS 29. The terms, covenants and conditions contained  
in this LEASE, shall bind and come to the  
use of Lessee, their successors and assigns, and except as  
otherwise provided herein, the heirs, personal representatives,  
or successors and assigns of Lessee.

Gustave Ring  
RENTAL AT XXXXXXXXXXXXXXXX - being recognized  
AS THE ATTORNEY-IN-FACT OF THE LESSOR FOR THE PURPOSE OF  
PAYING AND RECEIVING ANY NOTICE, OR, OUT OR APPROVED HEREBY  
UNDER, FOR THE COLLECTION OF RENTS, AND FOR ANY OTHER PURPOSE  
CONSISTENT HEREWITH.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the parties hereto have affixed  
their hands and seals (or the Lessors have affixed their hands and seals and the Lessee

has caused these presents to be signed with its corporate name, by  
its President, attested by its Secretary, and its corporate seal hereunto  
affixed, and does hereby constitute and appoint its true and lawful attorney  
in fact, for it and in its name to acknowledge and deliver these presents as its act and deed.

WITNESS:

  
Gustave Ring (SEAL)  
Marion L. Ring (SEAL)  
Carlyn Ring (SEAL)  
LESSORS

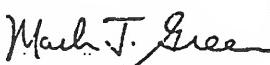
WITNESS:

(For Individual Lessee's Execution)

(SEAL)

  
DAVID ZWICK, Director

(For Corporate Lessee's Execution)

ATTEST: 

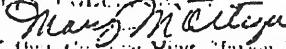
Secretary

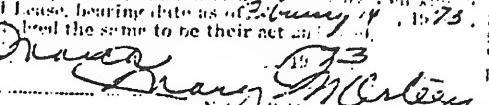
By 

DAVID ZWICK, Director and Pres.

(Lessors' Acknowledgment)

DISTRICT OF COLUMBIA:

I,  a Notary Public in and for the District of Columbia, DO HEREBY  
CERTIFY that Gustave Ring, Marion L. Ring and Carlyn Ring, parties to and who are personally well known to me as the persons  
to whom the foregoing and annexed Lease, bearing date as of February 19, 1973,  
personally appeared before me in said District and acknowledged the same to be their act and deed.

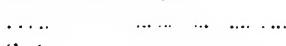
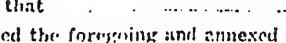
Given under my hand and seal this 20<sup>th</sup> day of 

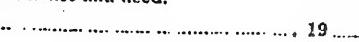
My commission expires  
7/31/75

Notary Public

(For Individual Lessee's Acknowledgment)

DISTRICT OF COLUMBIA, ss:

I,  a Notary Public in and for the District of Columbia, DO HEREBY  
CERTIFY that  party to and who is personally well known to me as the person  
who executed the foregoing and annexed Lease, bearing date as of 19, 1973, personally appeared  
before me in said District, and acknowledged the same to be his act and deed.

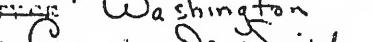
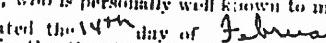
Given under my hand and seal this 19 day of 

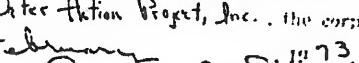
My commission expires

Notary Public

(For Corporate Lessee's Acknowledgment)

DISTRICT OF COLUMBIA, ss:  
WASHINGTON

I,  a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that  , who is personally well known to me as the person named  
as attorney-in-fact in the foregoing annexed Lease, dated the 14<sup>th</sup> day of  1973, to  
acknowledge the same, personally appeared before me in the County and State aforesaid, and, as attorney-in-  
fact, aforesaid, and by virtue of the power and authority in him vested by the aforesaid Lease, did execute  
the same to be the act and deed of Fisherman's Clean Water Action Project, Inc., the corporate Lessee  
therin, and delivered the same as such.

Given under my hand and seal this 13<sup>th</sup> day of 

Connie Jo Smith

FISHERMEN'S CLEAN WATER ACTION PROJECT  
P. O. BOX 19312  
WASHINGTON, D.C. 20036

Fishermen's Clean Water  
Action Project  
1832 M St., Suite 101  
Washington, D.C. 20036

Internal Revenue Service  
Washington, D.C. 20224  
attn: T: MS: EO: R: 2-4 JJB

September 24, 1973

Dear Sir,

Enclosed are two copies of replies to your questions of  
September 4, 1973.

Sincerely,

David R. Zwicker  
President

RECEIVED

SEP 25 1973

Exempt Organizations Br.  
Miscellaneous & Special  
Provisions Tax Division

1. None
2. Not applicable
3. Efforts to inform the public of specific instances of pollution or environmental abuses have consisted mostly of speaking engagements before various groups and conferences by Project Staffers. In particular, project staffers have stressed in this context the danger that water pollution poses to safe drinking water. In general, however, Project efforts have been directed more toward proposing solutions.
4. One remedy we often recommend, in response to inquiries about specific problems, is that citizens band together and try to find ways to support full-time professionals working on their environmental problems. That is because the problems we are called upon to help with inevitably involve a continuing need to be familiar with, and communicate with officials concerning, regulations and policies which are quite complex, both legally and technically.

We do also, of course, recommend more specific courses of action to particular problems. When called about a landfill in Pennsylvania, for example, the Project alerted the callers to some of the potential hazards to groundwater from improperly located landfills. We suggested that they request county officials to investigate those potential hazards before proceeding ahead with plans for the landfill. When contacted recently about a planned highway construction over a lake and through a wildlife area in New York, we told the party of specific legal remedies available under the National Environmental Policy Act and suggested organizations they could contact about the possibility of an environmental lawyer bringing suit. When contacted by an attorney for an Indian tribe faced with a recalcitrant polluter, we explained how the new Federal Water Pollution Control Act Amendments of 1972 required the industry to have a discharge permit and gave citizens a right to go to court if the company broke the law. We told the attorney what officials to contact to find out if the company had made application for a permit and, when it was discovered that it had not, explained what sections of the law are relevant to the drafting of an appropriate legal complaint.

The above are examples of the kinds of inquiries we get and responses that we make on a daily basis.

5. One effort we have made towards soliciting cooperation from industry is recommending to a major insurance company questions it might ask its industrial applicants for insurance policies designed to elicit information about their efforts at control of pollution. We suggested that the insurance company provide its industrial policyholders information on how they could reduce their waste output by internally recycling process materials, and that the insurance company could also help by notifying its policyholders that violations of environmental statutes would make them less insurable in certain specified ways.

6. We have made no mass mailings soliciting contributions. Attached is a copy of ~~an~~ information sheets enclosed with letters requesting contributions, and sent to persons requesting information.

Darlene O'Rourke

## CLEAN WATER ACTION PROJECT

### SUMMARY

The proposal for a network of Clean Water Action Groups has grown out of a recognition of four serious unfulfilled needs:

1. Efforts to protect our natural resources suffer from a severe shortage of full-time skilled professionals working outside of government on the clean-water side before the courts, the regulatory agencies, and the legislatures to counterbalance the powerful professional and lobbying presence of the large polluters.
2. The conservation/clean-water movement also lacks a real "constituency"--a mass grassroots group to provide organized pressure on public officials through focused letter-writing and voting power and to financially support the kind of ongoing professional effort that is needed.
3. The nation's commercial and sports fishermen and other outdoor sportsmen--a group numbering an estimated 60 million overall--as well as several related commercial enterprises (sporting goods and commercial fishing equipment manufacturers and distributors, for example) suffer increasing damage to their jobs and incomes and to their favorite recreational activities as a result of water pollution; despite this heavy self-interest stake in clean water, the fishermen lack effective professional representation in the anti-pollution fight in anywhere near the numbers required.
4. There is a growing number of talented professionals who wish to pursue careers working outside of government for the public interest, particularly in the area of combatting pollution. These individuals are willing to accept much lower salaries than they ordinarily would receive if they accepted jobs with industry or government or in large corporate law firms; there are, unfortunately, few positions currently available for these dedicated lawyers, scientists, and engineers.

In each of these needs lies an answer to the others. The proposed Clean Water Action Groups would bring together the fishermen in need of representation and the professionals seeking work in the public interest. It would thereby provide a powerful new professional force operating on behalf of a powerful new organized constituency for water cleanup.

### The Action Groups

Small individual financial contributions from large numbers of fishermen and other interested persons will provide the main long range support for action groups of full-time professionals--lawyers, scientists, economists, engineers, and others--in each region of the country. Regions will typically consist of several states with a common interest in a given watershed. In addition to lobbying, appearing before public hearings as clean water advocates, and bringing litigation, these action teams will research regional problems, focus public attention on the performance of local public officials, and provide technical assistance, information, and guidance for strong citizen action. The regional teams will be affiliated with a national umbrella group--funded primarily by a small percentage of each contribution for regional efforts--to push for stronger action at the Federal level.

### The Groups' Objectives

Wherever it is physically possible, the groups will seek to restore our waters to their original high quality as a fish habitat and to all other beneficial human uses by 1980, and insure their maintenance in that condition thereafter.

#### Method of Operation

An action group's Board of Directors, representative of the group's supporters, will establish general priorities and review the performance of the group's professional leadership on a periodic basis. Day to day tactical decisions will be made by the professionals, who will pursue the clean water objectives as aggressively and effectively as possible. The professionals' real accountability will be to the fishermen and other persons who provide their support. They will in direct communication with their supporters at the local level. If the action for water cleanup which the professional teams provide is effective, the support will continue; if good results are not forthcoming, the support will dry up.

Groups and individuals interested in seeing an action group undertake expensive litigation on their behalf may be asked to help raise special funds for the project. The group's organizational setup will insure, however, that legal action will cost a great deal less than it would if private attorneys were employed on a retainer basis.

#### How will the Groups be Established?

Organizing will be done on a region-by-region basis. The national team will be set up as soon as funds permit. Ralph Nader has provided several of his staffers to assist in the organizing effort. They will make contact with interested groups and individuals in each region to develop concrete plans for fund-raising and to help carry them out. The Nader staffers will also help recruit the groups' initial professional staff members. When the regional and national teams are established and the effort is solidly underway, Mr. Nader and his staffers will thereafter have no formal connection with the groups, which will operate under the direction of their own Boards. The Nader organization will, however, be available to provide continuing assistance in recruiting professional personnel and to share information and advisory assistance as requested.

#### Why is Ralph Nader interested in helping put these Action Groups into Operation combatting Water Pollution?

Mr. Nader and his staffers have received countless requests for help from fishermen and other persons in all parts of the country who are faced with water pollution problems. He sees on a daily basis the need for more skilled professionals in the clean water battle. He and his staffers have considerable experience in setting up action-oriented professional teams to work on public interest problems, and have developed a special expertise in working to make government respond to the public.

#### What can you do to help launch an Action Group in your area?

-- Communicate your interest in seeing the action group created to other persons in your area who might also be interested, and to Ralph Nader's staffers at the address below.

-- Encourage your civic, service, or social club to endorse and support the project.

-- Help publicize the action group concept through organization newsletters, local newspaper articles and letters to the editor.

All requests for additional information should be sent to:

FISHERMEN'S CLEAN WATER ACTION PROJECT  
P.O. BOX 17002 WASHINGTON,  
WASHINGTON, D.C. 20036